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PTO/SB/82 (01-06)

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REVOCATION OF POWER OF ATTORNEY WITH NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS	Application Number	10/069,586
	Filing Date	November 14, 2002
	First Named Inventor	Leland W.K. CHUNG
	Art Unit	To Be Assigned
	Examiner Name	To Be Assigned
	Attorney Docket Number	21285-801

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number: 47234

☒ Please change the correspondence address for the above-identified application to:

☒ The address associated with Customer Number: 47234

OR

<input type="checkbox"/> Firm or Individual Name				
Address				
City		State		Zip
Country				
Telephone		Email		

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

Signature			
Name	Dr. Leland W. K. Chung		
Date	December 8, 2006	Telephone	404.776.3672

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ Total of 1 forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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PTO/SB/98 (09-08)

Approved for use through 03/31/2007, OMB 0851-0031
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STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: LELAND W.K. CHUNGApplication No./Patent No.: 10/069,586 Filed/Issue Date: NOV 14, 2002Entitled: OSTEONECTIN BASED TOXIN GENE THERAPY FOR THE TREATMENT OF CALCIFIED TUMORS AND TISSUESCHUNG, YELING, HSIEH, AND KOENEMAN, a

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____ %)

In the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

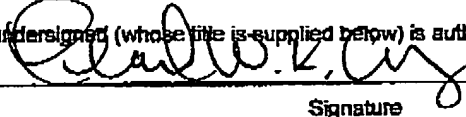
1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☒ Additional documents in the chain of title are listed on a supplemental sheet.

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.


Signature

LELAND W.K. CHUNG

Printed or Typed Name

Professor

Title

2/8/07
Date

404-550-0871

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 36 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-8199 and select option 2.

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ASSIGNMENT

WHEREAS, as of September 11, 2006, (the "Effective Date"), the University of Virginia Patent Foundation, a non-profit organization having a place of business at 250 West Main Street, Suite 300, Charlottesville, Virginia 22902, (the "Assignor") possesses the right, title and interest for and in an invention entitled

Osteonectin Based Toxin Gene Therapy for the Treatment of Calcified Tumors and Tissues

described in regular U.S. Patent Application No. 10/069,586 filed November 14, 2002; and

WHEREAS, Leland W.K. Chung, Fan Yeung, Chia-Ling Hsieh and Kenneth Koeneman (collectively, the "Assignee") are desirous of acquiring Assignor's entire right, title and interest in and to the aforesaid invention, including any tangible materials embodied in or encompassed by the invention and any trade secrets pertaining to the invention, (the "Invention"), and in and to said patent application covering said Invention in the United States, its territories and possessions ("United States") and in and to any Letters Patent of the United States or any foreign country which may be granted therefor, (the "Rights"), subject to the reservations of rights set forth below;

Rac
SAC

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the aforesaid Invention and Rights in existence as of the Effective Date, except that Assignor reserves a perpetual and royalty free right for itself, the University of Virginia, the named inventors and their future not-for-profit employers to make and use the Invention, and to practice under the Rights for educational, research, and patient care and treatment purposes. In addition, Assignee hereby agrees not to use the Rights, or permit its further assignees and/or licensees to use the Rights, to block Assignor's licensees from commercializing future inventions made by the inventors or others at the University of Virginia. Furthermore, nothing herein shall be construed to affect or limit the pre-existing royalty-free rights required to be granted to the U.S. Government pursuant to 35 USC §§200-206 and to 37 CFR Part 401, should any such rights exist. This assignment is further subject to any pre-existing rights of, or obligations to, third parties or other research sponsor restrictions (e.g., non-exclusive licenses, royalty sharing obligations) which may attach as a result of non-Government sponsorship of research at UVA under which the Invention was made.

AND, the aforesaid assignment includes the Assignor's right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any Letters Patent which may be granted, and in and to all causes of action (either in law or in equity), and

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the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment, as fully and entirely as the same would have been held and enjoyed by Assignor if this sale and assignment had not been made. Should the Assignee receive compensation in any form for selling, assigning, transferring, or licensing the Rights, Assignee agrees to promptly reimburse Assignor for its out of pocket expenses, including attorney's fees, incurred to date for the prosecution of the Rights, but excluding costs for any provisional patent applications and only to the extent such expenses do not exceed the value of such compensation.

AND, Assignor hereby authorizes and requests the appropriate governmental officials to issue any and all such United States or foreign Letters Patent under said Invention, or resulting from any of said applications thereof, to Assignee.

AND, nothing herein shall be construed as an assignment of any rights of Assignor or the University of Virginia, other than the Rights. Assignee acknowledges that the assignment of the Rights provided hereunder does not include assignment of improvement inventions, related inventions, or other intellectual property or proprietary information that has been or is made by the inventors or others at the University of Virginia.

AND, Assignee hereby represents and warrants that, as of the Effective Date, Assignee has disclosed to UVAPF any and all (i) companies that Assignee is aware of which now have or previously had an interest in licensing or otherwise acquiring any of the Rights; (ii) start-up companies that Assignee has founded, is in the process of founding, or plans to found, and (iii) companies in which Assignee and/or immediate relatives of same owns or has the right to acquire equity (other than via an individual retirement account) that cumulatively exceeds 3% of the companies total equity, or exceeds a value of \$10,000. Assignee hereby agrees not to license or assign any of the Rights to any company falling within categories (i), (ii) or (iii) above which was not disclosed to Assignor on or before the Effective Date, as required above, unless Assignor has first consented to such license or assignment in writing. In the event that such consent is necessary, or in the event of a breach of any warranty herein by Assignee, Assignor may require Assignee, as a condition of such consent, to make payments to Assignor in the same manner as such company would have reasonably made to Assignor if this Assignment had not been made, and such license or assignment to such company had been made by Assignor.

HOWEVER, Assignee acknowledges that Assignee has requested permission of the U.S. Government for this Assignment pursuant to 35 USC §202(d); and Assignee hereby agrees that if such permission is granted, Assignee shall comply with the conditions set forth in 37 CFR 401.9. Assignee further agrees that if such permission is denied, Assignee shall take whatever action is necessary to comply with the Government's requirements, including without limitations assignment of the Rights to the U.S. Government if so ordered.

* * *

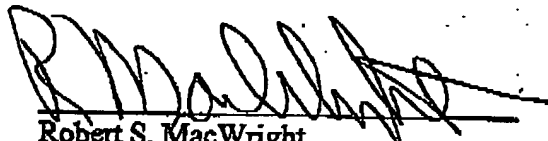

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IN WITNESS WHEREOF, said Assignor has hereunto set its hand and seal.

Signature of
Representative for Assignor:

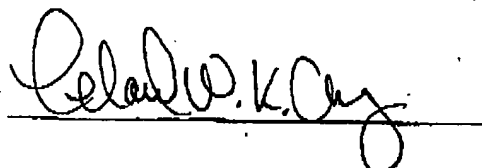
Representative's Title:


Robert S. MacWright
Executive Director and CEO
University of Virginia Patent Foundation

Signature of
Representative for Assignee:

Representative's Name:

Date:


Leland W. K. Chung, PhD
2/8/07

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